Bangalore Electricity Supply Company Limited

(Wholly Owned Govt. Of Karnataka Undertaking)

Invites

REQUEST FOR PROPOSAL (RFP)

for

"GIS Based Asset Mapping Survey and Digitization of Electrical Assets in Peri Urban Area of BESCOM for Implementation of Distribution Automation System(DAS) and 20 IPDS Towns of BESCOM for Incremental Asset Data Updation"

RFP Identification No :BESCOM/2026-27/SE0468

THIS BID DOCUMENT CONTAINS FOLLOWING SECTIONS:

1	Section – I	Invitation For Bids	IFB
2	Section – II	Instruction to Bidders	ITB
3	Section – III	General Terms and Conditions of the contract	GCC
4	Section – IV	Special condition of contract	SCC
5	Section – V	Scope of Work	SOW
6	Section – VI	Forms (1to 12)	
7	Section – VII	Annexures(1 to 3)	

I. Forms (Section – VI)

Forms	**DESCRIPTION**
Form 1	No Deviation Certificate
Form 2	Technical Proposal Submission Sheet
Form 3	Price Proposal Submission Sheet
Form 4	Letter of Authority
Form 5	Template for Pre-Bid Queries
Form 6	Bidder's General Information
Form 7	Performance Bank Guarantee
Form 8	Total Responsibility Certificate
Form 9	Self-Declaration on not being blacklisted
Form 10	Format for CV of candidates
Form 11	EMD Declaration
Form 12	Land Sharing Format
Form 13	Bankers certificate

II. Annexures (Section – VII)

Sl.No.	**Annexure**	**Description**

1.	A	Key Statistics of IPDS Towns
2.	B	Key Statistics of Peri Urban Area
3.	C	RAPDRP Section-G4 for Methodology of DGPS Survey, Consumer Indexing and Asset Mapping
4.	D	Survey Formats
5.	E	Price Bid
6.	F	Payment Terms
7.	G	Man power deployment

Disclaimer

This Request for Proposal (RFP) is GIS Based Asset Mapping Survey and Digitization of Electrical Assets in Peri Urban Area of BESCOM for Implementation of Distribution Automation System(DAS) and 20 IPDS Towns of BESCOM For Incremental Asset Data. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither BESCOM, nor any officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of BESCOM. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. BESCOM shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.

This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of BESCOM, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

BESCOM shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of BESCOM in selecting the Agency who qualifies through this RFP shall be final and BESCOM reserves the right to reject any or all the bids without assigning any reason thereof. BESCOM may terminate the RFP process at any time without assigning any reason and upon such termination BESCOM shall not be responsible for any direct or indirect loss or damage arising out of such a termination.
The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BESCOM or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and the BESCOM shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process

SECTION - I

INVITATION FOR BIDS

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1.0 BACKGROUND

About Bangalore Electricity Supply Company

Bangalore Electricity Supply Company hereinafter to be referred to as BESCOM is one of the Power Distribution Company of the State of Karnataka. Other four ESCOM's are Gulbarga Electricity Supply Company (GESCOM), Mangalore Electricity Supply Company (MESCOM), Chamundeshwari Electricity Supply Corporation (CESC) and Hubli Electricity Supply Company (HESCOM). BESCOM is responsible for power distribution in Eight districts of Karnataka (Bangalore Urban, Bangalore Rural, Chikkaballapura, Kolar, Davanagere, Tumkur, Chitradurga and Ramanagara).

BESCOM supplies electricity to all categories of users they be domestic, non-domestic, small / medium / large industrial or agricultural consumers. The supply of electricity to each and every citizen in the state is one of the most challenging operations as it involves, on one side forecast the demand of energy accurately and subsequently purchases the same and on other side distribute quality supply to all the consumers spread all across on 24x7 basis. Electricity is no more an item of luxury in fact it is a vehicle of economic development. The power distribution set up has large & complex distribution network infrastructure which carries the energy from the power sub stations (33/11 KV) through the HT and LT lines up to the consumer's premises and in order to operationalize this BESCOM has huge human capital that work round the clock. Due to various reasons the technical and commercial losses that occur in the supply of electricity affects the financial health of the BESCOM severely.

BESCOM has taken various initiatives in order to improve its operational efficiencies and deliver enhanced services to the consumers under its jurisdiction.

Further Govt. of India has launched Integrated Power Development Scheme (IPDS) for the urban areas with component of IT enablement of distribution sector and strengthening of distribution network for completion of the targets laid down under R-APDRP for 12th and 13th Plans by subsuming R-APDRP in IPDS and carrying forward the approved outlay for RAPDRP to IPDS.

The existing scheme of R-APDRP will get subsumed in this scheme and will be continued as a separate component of IPDS for IT enablement of distribution sector in the urban areas covering 25 RAPDRP and 20 IPDS Towns.

2.0 OBJECTIVE

a. Background

As a part of distribution reforms, the Ministry of Power, Government of India launched APDP (Accelerated Power Development Program) in 2001 which was later rechristened as APDRP (Accelerated Power Development and Reforms Program) during the 10th Five Year Plan. To continue the support to distribution reforms during the 11th Five Year Plan, GOI has continued R-APDRP (Restructured APDRP) with revised terms and conditions. The R-APDRP primarily aims at reducing Aggregate Technical and Commercial (AT&C) losses in urban areas.

Now, the Govt. of India has launched Integrated Power Development Scheme (IPDS) for the urban areas with the following components:

(i) Strengthening of Sub-transmission and Distribution network in urban areas including provisioning of solar panels on Govt. buildings including Net-metering.

(ii) Metering of feeders / distribution transformers / consumers in urban areas and,

(iii) IT enablement of distribution sector and strengthening of distribution network, as per CCEA approval dated 21.06.2013 for completion of the targets laid down under R-APDRP for 12th and 13th Plans by subsuming R-APDRP in IPDS and carrying forward the approved outlay for RAPDRP to IPDS.

GoI has designated Power Finance Corporation Limited (PFCL) as the Nodal Agency for the program. The Phase-II of IT Enablement under IPDS has been approved by the Monitoring Committee for all smaller urban towns in the country and has to be broadly based on "***Advisory cum Guiding Principles for implementation of IT enablement projects in urban areas under IPDS issued by Nodal Agency on 16th Feb-2017"***.

b. About the scheme

RAPDRP & IPDS Schemes:

(i) As part of RAPDRP PART –A, 25 towns of BESCOM are covered for IT enablement and GIS survey also completed for the same.:

(ii) IPDS Phase-II programme is the extension of existing IT system developed under R-APDRP Part-A to smaller towns which spans from data acquisition at distribution level till monitoring of results of steps taken to provide an IT backbone and strengthening of the Electricity Distribution system across the Country. The program will include usage & integration with existing IT applications like Meter Data Acquisition, Meter Reading, Billing, Collections, GIS, MIS, Energy Audit, New Connection, Disconnection, Customer Care Services, Web self-service, etc. to calculate the correct AT&C losses of town areas & shall ensure development of system for automated daily calculation of reliability indices (SAIDI/SAIFI). The IPDS scheme covers 20 towns in BESCOM.

BESCOM RAPDRP Towns	**BESCOM IPDS Towns**
Anekal	Bagepalli
Bangalore	Channagiri
Bangarapaete	Chikkanayakanhalli
Challekere	Devanahalli
Channapattana	Gubbi
Chickaballapura	Gudibande
Chinthamani	Holalkere
Chitradurga	Honnali
Davangere	Hosadurga
Doddaballapura	Jagalur
Gowribidnur	Koratagere
Harappanahalli	Madhugiri
Harihara	Magadi
Hiriyur	Malur
Hosakote	Molakalmur
K.G.F	Nelamangala
Kanakapura	Pavagada
Kolar	Srinivaspura
Kunigal	Turuvekere
Mulabagilu	Vijayapura
Ramanagara	
Shidlagatta	

Shira Town	
Tiptur	
Tumkur	
25 Towns	**20 Towns**

c. Distribution Automation System (DAS)

(i) BESCOM has established Distribution Automation System with Supervisory Control and Data Acquisition (SCADA), Distribution Management System (DMS) and Outage Management Systems (OMS) software to monitor and control 11kV distribution network of Bengaluru City.

(ii) DAS supports O&M Field officers in early identification of fault location and restoration of power supply to healthy sections of 11kV distribution network by carrying out remote operation of field devices like Ring Main Units (RMU), Line Reclosers (LRC) and Load Break Switches (LBS).

(iii) The DAS system uses 11kV Electrical network GIS data of BMAZ area for the following:

- Geo coordinates controlled Asset record management.
- Network topology for operation service management.
- Consumer's location and indexing with network and asset for service delivery.

(iv) Periurban areas and Industrial areas

Considering the benefits of DAS that was established for monitoring the 11kV distribution network of Bengaluru City, it is proposed to adopt the technology and establish distribution automation system with SCADA, DMS and OMS functionality to monitor the following areas.

PERI URBAN

- Chandapura
- Chikkaballapura
- Hoskote
- Nelmangala
- Ramnagara

DISTRICT HEADQUARTERS

- Chitradurga
- Davanagere
- Kolar
- Tumkur

INDUSTRIAL AREAS COVERED UNDER PERIURBAN /DISTRICT HEADQUATERS

- Antharasanahalli/Sathyamanagala
- Bidadi
- DoddaballaPura
- Devanahalli
- Gowribidanuru
- Haro halli
- Hire halli
- Jigani
- Narasapura
- Piligumpa/Chokkahalli
- Sompura
- Vasanthanarasapura
- Sira

2.1 Calendar of Events

Event	Date / Time
Date of availability of Bids	As per e-procurement portal
Last Date to receive Pre-Bid Query	As per e-procurement portal
Pre-Bid Meeting	As per e-procurement portal
Last date for submission of Techno-Commercial Bid	As per e-procurement portal
Opening of Techno-Commercial Bid	As per e-procurement portal

2.2 Bid Data Sheet

A. Introduction	
1	Bid Number is: BESCOM/2026-27/SE0468
2	The Purchaser is: BANGALORE ELECTRICITY SUPPLY COMPANY LTD.
3	The Name of the Bid is: GIS Based Asset Mapping Survey and Digitization of Electrical Assets in Peri Urban Area of BESCOM for Implementation of Distribution Automation System(DAS) and 20 IPDS Towns of BESCOM For Incremental Asset Data Updation
B. Bidding Document	
5	To be referred to e-procurement portal
C. Preparation of Bids	
6	The language of the Bid is: English
7	The bidder shall submit all the required documents as per the checklist given.
8	Alternative Bids shall not be permitted.
9	The prices quoted by the Bidder shall be : Firm
10	Bidders shall express their bid price in INR. Wherever reference to "Rupees" or "Rs" as currency has been made; the same should be taken as "Indian Rupees".
11	The Bid (Technical and Price) validity period shall be 180 days from the last date of submission of bids
12	Amount put to tender: Rs. 6.92 Cr
13	Earnest Money Deposit Payable is 1% of the total amount put to tender. For details refer EMD clause. Bidders shall upload EMD declaration as provided in Form -11.
D. Submission and Opening of Bids	
14	The identification of this bidding process is: Single stage – Two Part through e-Procurement Portal of Government of Karnataka.
15	Bid submission: through online in the e-procurement portal of Government of Karnataka.

E. Evaluation, and Comparison of Bids	
16	The method of selection is a Least Cost Based Selection (LCS).
17	The currency that shall be used for bid evaluation and comparison purposes to convert into a single currency i.e. Indian Rupees
F. Award of Contract	
18	The percentage by which Contract Value may be increased or decreased by is: 25 percent of the Contract Value.
19	The successful bidder shall furnish the required Performance Security to BESCOM within 15 days of the receipt of Letter of Intent (LoI) from BESCOM.
20	The successful bidder shall sign necessary Contract Agreement with BESCOM within 15 days from the date of issue of LoI from BESCOM.
21	In the event of contract period being extended the successful bidder shall continue to provide resources on the same terms and condition of the initial contract order.

3.0 Eligibility Criteria

Pre-Qualifying requirements for selection of Bidder are mentioned hereunder:

4.0 QUALIFYING REQUIREMENTS:

The essential minimum qualifying requirements are as under:

4.1 TECHNICAL REQUIREMENTS:

Sl. No.	Requirement Description	Documents to be uploaded. (Bidder's shall upload necessary documents)
PQ 1	The Bidder should be in existence as any of the following: (a) Companies incorporated in India under the Companies Act, 1956/2013 including any amendments thereto;	1. Certificate of Incorporation issued by Registrar of Companies of Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the company 2. Annual filings (E-forms AOC-4, MGT-7) filed by the Company to Registrar

		of Companies (Ministry of Corporate Affairs, Government of India) for preceding two financial years 3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender.
	(b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;	1. Certificate of incorporation issued by Registrar of Companies as per LLP Act 2008. 2. Limited Liability Partnership Agreement of LLP 3. Form 11- Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Govt. of India) for preceding two financial years
	(c) (i) Partnership firm under Partnership Act, 1932 in India; (ii) Sole Proprietorship Concern	1. Partnership Deed, GST Registration Certificate. 2. Shops and Establishment Registration Certificate, as applicable. 1. PAN/ Registration Certificate
PQ 2	The Bidder must have valid ISO 9001:2015 or latest certification.	Valid Certificate
PQ 3	The Bidder should have successfully completed the GIS based Asset mapping, Survey, Data digitization and configuration services for Government organization /PSUs /Private organization with minimum quantity not less than 80% of the total proposed network length in any one of the last Three(3) Years(2023-24, 2024-25, 2025-26)	Purchase orders/ Contract orders copies issued by Govt. departments/ PSUs/ Private company not below the rank of Executive Engineer or equivalent authority, in case of private organization, details of purchase order shall be confirmed by authorized signatory of the organization and mode of communication for the same shall be notified Satisfactory work completion certificate for the same/similar order duly indicating the quantity issued by the officer not below the rank of DGM/Executive Engineer or Equivalent

		officer of the concerned Govt. departments/ PSUs, in case of private organization, the same shall be confirmed by authorized signatory of the organization and mode of communication for the same shall be notified
PQ 4	The Bidder must not have been blacklisted by any Government Department (State and Central Government) or PSUs or Private Company as on the last date of submission of Bid.	Self-declaration by the Bidder in Rs. 500 Stamp paper duly notarized shall be uploaded.
PQ 5	The Bidder must not have defaulted in providing services against any of the previous purchase orders placed by BESCOM or any other utilities as on the date of bid opening.	Self-declaration by the Bidder in Rs. 500 Stamp paper duly notarized shall be uploaded.
PQ 6	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	A copy of Registration certificate issued by the Indian competent authority. In case the same doesn't apply, Self-declaration by the bidder in Rs. 500 Stamp paper duly notarized shall be uploaded as per annexure.

4.2 FINANCIAL CAPABILITIES:

Sl. No.	Requirement Description	Documents to be uploaded. (Bidder's shall upload necessary documents)
PQ 7	Bidder shall have an average annual financial turnover of not less than the amount put to tender during the last Three financial years (2023-24, 2024-25, 2025-26)	Certified copies of audited Financial Statements (P&L statements, Balance Sheets) duly sealed and signed by CA providing the turn over details.
PQ 8	The Liquid assets as on 30.04.2026 or at a later date before submission of the bid consisting of Cash at Bank + Term deposits + availability of fund based credit facility in any Nationalized/ Scheduled commercial bank shall not be less than 25% of the amount put to tender. If the Bidder has banking with more than one Bank, then the available liquid asset balance on a particular date & time i.e. as on 30.04.2026 or any date before submission of bids shall be the same date for all the banks along with bank statements for the same date & time.	The cash at Bank, Term Deposits and the availability of fund based credit facility shall be supported by a certificate issued by any Nationalized/Scheduled Bank with whom the bidder has banking facilities

Note: Clarification to the above are as follows:

"Bidder (including the term tenderer', Consultant or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

"Bidder from a country which shares a land border with India" for the purpose of this Order means: -

a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

I. The beneficial owner for the purpose of above clause will be as under:
(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation-
a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

5.0 General Terms

5.1 The Performance Security will be 5% of the awarded cost as per Special Conditions of Contract (SCC) of this Bid Document.

5.2 At any time prior to the deadlines for submission of bids or award of contract, BESCOM may amend the bidding document by issuing addendums.

5.3 The bidder shall comply with all Legal, Regulatory and Statutory requirements/directives of State and Centre. The bidder will also be responsible for incorporating the amendments thereof during the course of implementation.

5.4 Consortium/ Sub-contracting is not allowed.

5.5 The Bill of quantity (BOQ) in price sheet is only indicative. The quantities indicated may increase or decrease by 25% of the total contract value with the unit rates unaltered. Payments will be made as per actual quantities town-wise/Subdivisions wise by BESCOM.

5.6 The number of subdivisions/ divisions/ circles/ zones may vary during the course of contract. However, the number of IPDS towns shall remain same.

5.7 All data, plans, drawing specifications, designs and other documents procured or developed by the selected bidder in the execution of the contract shall remain the property of BESCOM right from beginning of the contract during the whole duration of the project and after expiry or termination of the contract. The Intellectual Property Rights (IPR) shall belong to BESCOM.

6.0 CONTRACT PERIOD:

The contract period will be for Three Months (**3Months**) from the date of issue of Contract Order.

7.0 BID SUBMISSION

7.1 Bidder can download the tender document free from the portal (https://kppp.karnataka.gov.in) till the due date and time for bid submission. Bidder shall pay the Earnest Money Deposit and non-refundble tender processing fees prescribed in the e-Procurement portal to participate in this tender.

7.2 The bidders shall pay 1% EMD against amount put to tender through any of the payment modes mentioned in the KPP portal for payment of EMD and shall upload EMD declaration as provided in **Form -11**. The EMD furnished by the Bidders will be forfeited in case the Bidder withdraws the offer during the validity or violates any clause stipulated in the bid.

7.3 Bidders shall attach scanned copies of all the certificates pertaining to the qualifying requirements as mentioned in the eligibility criteria and

any other certificates as required in the tender, which are mandatory.

7.4 Interested bidders must have a registration in the Govt. of Karnataka e-Procurement Portal (https://kppp.karnataka.gov.in/) as a contractor to participate in BESCOM tenders, by obtaining a user ID and Password in order to participate in the e-Procurement Process. Bidders not already in possession of an ID and Password should complete this requirement well in advance of the date for bid submission by following the registration instructions provided on the e-Procurement Portal.

For any technical support regarding e-procurement portal please contact e-procurement help desk:
Supports Timings: (9.00 am to 9.00 pm)
Help Desk: +91-9240214000/01
E-mail: support@eprochelpdesk.com

-Sd/-
General Manager
ICT & MIS, BESCOM,
KR Circle, Bangalore-01

SECTION-II

Instructions to Bidders

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A. General

1. Instruction

BESCOM invites tenders vide Enquiry No: **BESCOM/2026-27/SE0468** in two parts (Technical Bid and Price Bid) through e-procurement portal https://kppp.karnataka.gov.in for GIS Based Asset Mapping Survey and Digitization of Electrical Assets in Peri Urban Area of BESCOM for Implementation of Distribution Automation System(DAS) and 20 IPDS Towns of BESCOM for Incremental Asset Data updation.

2. Scope of Bid

The Purchaser, as indicated in the Bid Data Sheet (BDS) (Section-I:IFB), issues this Bidding Document for the supply of Goods and Related Services incidental there to as specified in the Scope of Work at Section V. The name and identification number are provided in the BDS.

3. Eligible Bidders

3.1 Bidders fulfilling the Eligibility Criteria provided under Section-I of this bid document shall be eligible to bid in conformance to the requisite category as mentioned in BDS

a) The Bidder shall be wholly responsible for execution of the contract.

b) The Bidder shall abide by any financial and legal implications consequent to situations as per Clause 3.2(d)

3.2 Bidder shall not have a conflict of interest with one or more parties in this bidding process. Participation by Bidder(s) with a conflict of interest situation will result in the disqualification of all Bids in which it is involved. Purchaser considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

a) Receive or have received any direct or indirect subsidy from any of them; or

b) Have the same legal representative for purposes of this Bid; or

c) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

d) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or

3.3 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

B. Contents of Bidding Document

4. Sections of the Bidding Document

4.1 The Bidding Document consists of the sections as indicated below and should be read in conjunction with any Addenda issued in accordance with ITB Clause 6.

1.	**Section – I**	**Invitation For Bids**	**- IFB**
2.	**Section – II**	**Instructions to Bidders**	- ITB
3.	**Section – III**	**General Terms and Conditions of the Contract**	**- GCC**
4.	**Section – IV**	**Special Conditions of Contract**	**- SCC**
5.	**Section – V**	**Scope of Work**	- SOW
6.	**Section – VI**	**Forms**	
7.	**Section – VII**	**Annexures**	

4.2 The Invitation for Bids issued by the Purchaser is a part of the Bidding Document.

4.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Purchaser.

4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.

5. Clarification of Bidding Document

5.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the Section-I:IFB(BDS). The mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 6

5.2 The Purchaser will organize a pre-bid conference at the time and place indicated in Section-I:IFB(BDS). The purpose of the conference will be to clarify issues and answer queries that the bidders might have. Bidders are requested to submit the queries in writing to reach the purchaser not later than 2 days before the conference. Queries and responses shall be communicated in accordance with ITB Clause 5.1. Any modifications / deviations to the Bidding document listed in ITB Clause 4.1 which may become necessary as a result of pre-bid conference shall be made by the Purchaser exclusively by issuing Addendum / Amendment / Corrigendum as applicable and not through the clarifications of the pre-bid conference.

6. Amendment of Bidding Document

6.1 At any time prior to the deadline for submission of the Bids or the award of the contract, the Purchaser may amend the Bidding Document by issuing addenda.

6.2 The Purchaser, at its discretion for any reason whether at its own initiative or in response to a clarification requested by a bidder may add, modify or remove any element of the Goods (including hardware, software, networking, etc) or any component of Related Service entirely

or any part thereof from the bid document till the time of award of contract. All bidders will be notified of any such change.

6.3 Any addendum issued shall be part of the Bidding Document and shall be communicated through the eProcurement portal.

6.4 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids.

C. Preparation of Bids

7. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

8. Language of Bid

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

9. Documents Comprising the Bid

9.1 The Bidders are advised to upload their Bids complete in all respect in the e-procurement portal of Govt. of Karnataka. The Bidder shall upload a comprehensive list of attached forms/declarations/certificates etc. in response to Tender Document. The Bidders are advised to fill in the Annexure and Forms, in respect of each and every item by strictly following the instructions, footnotes etc., to facilitate the Purchaser in speedy evaluation of Bids. Failure to do so may prevent the Bid from being considered by the Purchaser.

9.2 The bidder needs to enter the price directly in e-procurement portal of Government of Karnataka. Price Bid should not be submitted as part of technical bid.

Bidders are to Enter/Key-In the bid price directly in the e-Procurement portal of GoK, in the financial bid section. This is as per the GOK Circular: ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ: ಆಇ 165 ವೆಚ್ಚ-12/2017 dated 21/3/2017.As per the circular only the price entered/keyed-in the e-procurement portal is to be considered for bidding purpose and no document uploaded as financial bid is to be considered.
Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of e-procurement portal.). If bidder uploads financial bid in the technical section such bids will be summarily disqualified.

9.3 The Scope of Work specified in this Tender Document shall be executed strictly in accordance with the conditions specified in the General Conditions Contract and other conditions specified in various sections of this Tender Document. If any of the aforesaid condition is not clear to a Bidder, clarification may be sought from the Purchaser as per the provisions of ITB Clause 5.

9.4 The Bid/Proposal as well as all related correspondence exchanged by the Bidders and the Employer shall be written in English language, unless specified otherwise. In preparing their Bid/Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Bid/Proposal.

9.5 Depending on the nature of the Assignment/Job, Bidders are required to upload a Technical Proposal (TP). The Bidder has to satisfy the Pre-Qualification criteria and only then the evaluation of technical and financial Bid/Proposals will be taken up. The Technical Bid/Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

10. Bid Submission Sheets and Price Schedules

10.1 Shall contain the following:

10.1.1 Technical Proposal Submission Sheet (Section-VI:Forms);

10.1.2 Bid Security (EMD), in accordance with Section-1:IFB Clause 7.2;

10.1.3 A letter of authority, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder, in accordance with ITB Clause 21;

10.1.4 Documentary evidence in accordance with ITB Clause 14 establishing the Bidder's eligibility to bid;

10.1.5 Documentary evidence in accordance with ITB Clause 15 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

10.2 The Financial Proposal shall be directly entered in the e-procurement portal. It shall list all costs associated with the Assignment/Job, including the various deliverables costs and taxes. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10.3 Bidders are to Enter/Key-In the bid price directly in the eProcurement portal of GoK, in the financial bid section. This is as per the GOK Circular: ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ: ಆಇ 165 ವೆಚ್ಚ-12/2017 dated 21/3/2017. As per the circular only the price entered/keyed-in the e-procurement portal is to be considered for bidding purpose and no document uploaded as financial bid is to be considered.

Bidders should not upload the Price bid form in the portal in technical or financial section (there is no provision for upload in financial section of eProcurement portal.). If bidder uploads financial bid in the technical section such bids will be summarily disqualified.

10.4 The best and firm price should only be quoted in e-Procurement Portal.

10.5 The bidder must quote in Indian Rupees (in INR) only. Bids in currencies other than INR would not be considered and the bid will be rejected forthwith.

10.6 The prices and other terms offered by bidders must be firm for an acceptance period of 180 days from the last date of submission of bids.

10.7 The prices offered shall be on a fixed price basis inclusive of all taxes and should not be linked to the foreign exchange or any other variable.

10.8 The prices offered should be inclusive of all the deliverables mentioned in Section-V Scope of work.

10.9 The Bidders must accept all the conditions specified in the Tender Document to facilitate early finalization of Bids. Separate set of commercial conditions (such as Bidder's standard printed conditions) enclosed with the offer and any reference there to may prevent the Bid from being considered by the Purchaser

11. *Alternative Bids*

Alternative (alternate technology/architecture/design/functionality or proposals with multiple options) bids shall be rejected.

12. *Bid Prices and Discounts*

12.1 The prices quoted by the Bidder in as per the Price Bid Format conform to the requirements specified below.

12.2 If an item listed in Price Schedule is not priced, their prices shall be assumed to be included by the bidder in the prices of other items.

12.3 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.

12.4 Prices quoted by the Bidder must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, except as specified in the GCC Clause 13

12.5 The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering the separate discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.

13. *Currencies of Bid*

Bidders may express their bid price in Indian Rupees only.

14. *Documents Establishing the Eligibility of the Bidder*

To establish their eligibility in accordance with ITB Clause 3, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section VI-Forms and comply with all the requirements.

15. *Documents Establishing the Qualifications of the Bidder*

To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section-I:IFB (Eligibility Criteria).

16. ***Validity of Bids***

16.1 Bids shall remain valid for the period of 180 days after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

16.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security (EMD) furnished in accordance with ITB Clause 17, it shall also be extended for a corresponding period.

17. ***Bid Security (EMD)***

17.1 Any Bid not accompanied by a substantially responsive Bid Security (EMD) in accordance with Bid Data Sheet (BDS), shall be rejected by the Purchaser as nonresponsive.

17.2 The Bid Security (EMD) of unsuccessful Bidders shall be returned as promptly as possible upon the signing of the Contract with the successful Bidder pursuant to ITB Clause 39.

17.3 The Bid Security (EMD) of the successful Bidder shall be returned as promptly as possible once the successful Bidder has furnished the required Performance Security and signed the Contract.

17.4 The Bid Security (EMD) may be forfeited:

a) if a Bidder withdraws its Bid during the period of bid validity as specified in ITB Clause 16.1, except as provided in ITB Sub-Clause 16.2 or 20; or

b) if the successful Bidder fails to:
- sign the Contract in accordance with ITB Clause 39; or
- furnish a Performance Security in accordance with ITB Clause 40; or
- Accept the correction of its Price Bid pursuant to ITB clause 27.
- If the bidder is found to have submitted false particulars / fake documents; or
- If the bidder refuses to execute the job at his agreed scope/quoted rates, after the utility issue the Letter of Intent (LoI)
- incidents of manipulation of rates by cartelization

D. Submission and Opening of Bids

18. *Deadline for Submission of Bids*

18.1 Bids must be submitted on the e-procurement portal of Government of Karnataka not later than the date and time indicated Section-I:IFB(BDS)

18.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

19. *Late Bids*

There is no provision to upload bids on e-Procurement Portal after the last date and time of Submission of Bids.

20. *Withdrawal, Substitution, and Modification of Bids*

A Bidder may withdraw, substitute, or modify its bid on the e-Procurement portal before the last date and time of submission of Bids.

21. *Procedure for submission of Bid*

21.1 Bidder can download the tender document for free from the portal (http://eproc.karnataka.gov.in) till the due date and time for bid submission. Bidder shall pay the Earnest Money Deposit and tender processing fees prescribed in the e-Procurement portal to participate in this tender. The tender processing has to be paid through any of the five e- payment options in the portal:

- Credit card
- Direct Debit
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC) – designated ICICI bank branches located across the country
- Net banking

21.2 Bidder, please note that payments submitted through cheque or demand draft shall not be accepted. Further details regarding e-Payment, please refer to eProcurement portal at the above mentioned website or call e-procurement helpline +91-9240214000/01. It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.

21.3 Modes of Submission

All interested bidders shall pay Bid Security (EMD) and Tender Processing fee (as mentioned in e- Procurement Portal) and submit their

Pre-qualification, Technical and Commercial RFP responses electronically using the unified e-Procurement platform of BESCOM. The e-Procurement (Karnataka) portal is available at: http://eproc.karnataka.gov.in. Bidder shall submit the tenders only through the unified e-Procurement system before the scheduled date and time for bid submission. Tenders cannot be submitted after the due date and time. Incomplete and draft bids shall not be considered. BESCOM will not be liable or responsible for any glitches such as unavailability of the portal, the internet link or any other technical issues. All required bid documents shall be filled by the bidder and submitted along with other required documents. Incomplete and incorrect documents may lead to rejection of the bid.

21.4 Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid.

21.5 Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

21.6 Clarification on Tender Document

A prospective Bidder requiring any clarification on the RFP Document may submit his queries, in writing, at the mailing address and as per schedule indicated in Section-I:IFB(Calendar of Events). The queries must be submitted in the format given in Section-VI: Forms only to be considered for clarification.

21.7 The queries not adhering to the above mentioned format would not be responded. BESCOM will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Section-I:IFB(Calendar of Events). The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the Karnataka eProcurement portal (https://kppp.karnataka.gov.in/).

22. Bid Opening

22.1 The Purchaser shall conduct the opening of Technical Proposals in the presence of Bidders' representatives who choose to attend, at the

address, date and time specified in the Section-I:IFB(Calendar of Events).

22.2 Electronically submitted bid shall be opened at the same time and date as specified in the RFP document.

22.3 The e-procurement system allows the Purchaser to download and open the e-submitted bid files from bidders only after the time for opening the bids.

22.4 The e-submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files (not complying the ITB Clauses) all be considered incomplete and rejected for further bid evaluation.

E. Evaluation and Comparison of Bids

23. Confidentiality

23.1 Information relating to the examination, evaluation, comparison and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.

23.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

23.3 Notwithstanding ITB Sub-Clause 23.2, from the time of opening the Technical Proposals to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing. If the bidder or any of his sub-contractors meet the Purchaser's personnel, it will be considered as "coercive practices", and may result in rejection of the bid.

24. Responsiveness of Technical Proposal

24.1 The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

24.2 A responsive Technical Proposal is one that conforms to all the mandatory requirements, terms, conditions, and specifications of the Bidding Document. A deviation, reservation, or omission is one that:

a) Affects the scope, quality, or performance of the Services specified in the Contract; or

b) Limits or is inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the Contract; or

c) If rectified would unfairly affect the competitive position of other Bidders presenting responsive Technical Proposals.

24.3 If a Technical Proposal is not responsive to the Bidding Document, it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Bidder by correction of the deviation, reservation, or omission.

25. *Non conformities, Errors, and Omissions*

25.1 Provided that a Technical Proposal is responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a deviation of mandatory requirements.

25.2 Provided that a Technical Proposal is responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

25.3 Provided that a Technical Proposal is responsive, the Purchaser will rectify non-material nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 9.1 of Section IV - SCC.

25.4 Provided that the Technical Proposal is responsive, the Purchaser will correct arithmetical errors during evaluation of Price Proposals on the following basis:

a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) If there is a discrepancy between words and figures, the amount in words shall prevail. However, where the amount expressed in words is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above.

d) If there is a discrepancy between percentage and figures related to various taxes or levies, the percentage shall prevail over figure mentioned. However, where the amount expressed in percentage is related to an arithmetic error, the amount in figures shall prevail subject to (a) and (b) above. It should also be noted that at time of payment against, the prevailing tax/levy rates will be used as on the date of approval of payment.

e) Except as provided in sub-clauses (a) to (c) herein above, the Purchaser shall reject the Price Proposal if the same contains any other computational or arithmetic discrepancy or error.

25.5 If the Bidder who has submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security (EMD) shall be forfeited.

26. Preliminary Examination of Bids

26.1 The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB Sub-Clause 9 have been provided, and to determine the completeness of each document submitted.

26.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.

a) Technical Proposal Submission Sheet in accordance with ITB Sub-Clause 10.1;

b) A letter of authority, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder, in accordance with ITB Clause 21;

c) Bid Security (EMD declaration form); and

d) Manufacturer's Authorization, where applicable.

26.3 Likewise, following the opening of Price Proposals, the Purchaser shall examine the Price Proposals to confirm that all documents and financial documentation requested section have been provided, and to determine the completeness of each document submitted.

26.4 The Purchaser shall confirm that the following documents and information have been provided in the Price Proposal. If any of these documents or information is missing, the offer shall be rejected.

a) Price Proposal Submission Sheet in accordance with ITB Sub-Clause 12.1; and
b) Price Schedules, in accordance with ITB Clauses 12

27. Examination of Terms and Conditions; Technical Evaluation

27.1 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any deviation or reservation.

27.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 14, to confirm that all requirements specified in the Scope of Work at Section-V, of the Bidding Document have been met without any deviation or reservation.

27.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not responsive in accordance with ITB Clause 26, it shall reject the Bid.

28. Margin of Preference

No margin of preference shall apply.

29. Evaluation of Bids

29.1 The Evaluation methodology for this bid is **Least Cost Based Selection (LCB)**

29.2 The Purchaser shall evaluate Price Proposals of each Bid for which the Technical Proposal has been determined to be responsive.

29.3 To evaluate a Price Proposal, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section-I:IFB(Eligibility Criteria and Technical Evaluation methodology). No other criteria or methodology shall be permitted.

29.4 To evaluate a Price Proposal, the Purchaser shall consider the following:

a) The online Price Bid quoted in Price Proposal Submission Sheet i.e. inclusive of all duties, levies and taxes.

29.5 Price adjustment in accordance with Clause 12 of ITB for missing or non-conforming item(s) or component(s).

30. *Comparison of Bids*

The Purchase shall compare all responsive bids to determine the bid with the Least Cost, in accordance with ITB Clause 29.

In case of more than one bidder quoted the same price & happens to be L-1, selection will be done on the basis of lottery in the presence of the L-1 bidders.

31. *Disqualification*

a) The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:
b) Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal.
c) During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices.
d) The bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
e) Proposal is received in incomplete form.
f) Proposal is received after due date and time.
g) Proposal is not accompanied by all the requisite documents.
h) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
i) Financial bid is enclosed with the same envelope as technical bid.
j) Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
k) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.

32. *Post-qualification of the Bidder*

32.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidders are qualified to perform the Contract satisfactorily.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 15 and to clarifications in accordance with ITB Clause 25. The eligible bidders shall only be meeting qualifying requirements as mentioned in Eligibility Criteria (Section-I).

32.3 An affirmative determination in accordance with this clause shall be a prerequisite for the opening and evaluation of a Bidder's Price Proposal. A negative determination shall result into the disqualification of the Bid, in which event the purchaser shall return the unopened price proposal to the bidder.

33. *Deviations and Exclusions*

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The bidder shall submit a No Deviation Certificate as per the format mentioned in Section-VI: Forms. The bids with deviation(s) are liable for rejection.

34. *Total Responsibility*

Bidder should issue a statement undertaking total responsibility for the defect free operation of the proposed solution as per the format mentioned in Section-VI: Forms.

35. *Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids*

The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.

F. Award of Contract

36. *Award Criteria*

The Purchaser shall award the Contract to the L1 bidder.

37. *Purchaser's Right to Vary Quantities at Time of Award*

At the time of issuance of Detailed Work Award and during the contract period, Purchaser reserves the right to increase or decrease the number of towns/Quantity in BOM under the contract subject to the limit of **25**% of the contract value (Bill of Materials) covered under the contract, without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

38. Notification of Award

38.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.

38.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

38.3 BESCOM would issue LOI and thereafter, separate DWA will be issued by each of the ESCOM, after the execution of contract agreement and submission of security deposit.

39. Signing of Contract

39.1 Promptly after notification, the successful bidder shall enter into an Agreement with each ESCOMs within Fifteen Days after the issuance of LoI.

39.2 The successful Bidder shall provide an undertaking that the key staff identified for the project (as submitted in Section-VI: Forms) shall be available for the respective proposed work requirement, anytime during the duration of the project, till its successful completion.

40. Performance Security

40.1 Within Fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section-VI: Forms.

40.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security (EMD). In that event the Purchaser may award the Contract to the next successful Bidder whose offer is responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

41. Local Conditions

41.1 It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The purchaser shall not entertain any request for clarifications from the bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the purchaser. Neither any change in the time schedule of the contract nor any financial adjustments arising

thereof shall be permitted by the purchaser, which are based on the lack of such clear information or its effect on cost of the works to the bidder.

G. Interpretation

42. Interpretation of the SRS and the RFP document

42.1 This Bid Document, inclusive of the RAPDRP SRS document, Schedules, Appendices, the statements, exhibits and sections, if any, comprises the whole and complete Document.

42.2 This RFP document should be read in consonance with the RAPDRP SRS document. In the RFP document references to the SRS have been provided. In case there is no reference relating to a particular clause(s) of the SRS, it should be deemed as the said reference has been provided. The bidder is required to read both the documents and would be deemed to be in knowledge of the provisions of both the SRS and the RFP document. No claim of any nature whatsoever shall be entertained in this regard.

42.3 In case of any conflict with any provision relating to the SRS document and the RFP document, the provisions of the RFP document shall prevail for all intents and purposes.

SECTION-III

General Conditions of Contract

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Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) **"Contract"** means the Agreement entered into between the Purchaser and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) **"Contract Documents"** shall mean the following documents listed, including any amendments thereto be read and construed as part of this Agreement, viz.:

i. the Detailed award of contract;
ii. the Service level Agreement;
iii. the Special Conditions of Contract;
iv. the General Conditions of Contract;
v. the Scope of Work;
vi. the System Requirement Specification document (SRS)
vii. the Instructions to bidders;
viii. the Purchaser's Notification to the Bidder for Award of Contract
ix. Bidder's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Proposal submitted by the Bidder;
x. Acceptance of purchaser's notification along with all corrigendum, clarifications and related documents issued by the Utility and Nodal Agency

(c) **"Contract Price"** means the price payable to the Bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(d) **"Day"** means calendar day.

(e) **"Delivery"** means the transfer of the Goods and services from the Bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(f) **"Completion"** shall mean the completion of the Related Services by the Bidder in accordance with the terms and conditions set forth in the Contract.

(g) **"GCC"** mean the General Conditions of Contract.

(h) **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

(i) **"Purchaser's Country"** shall mean India.

(j) "**Purchaser**" means the entities purchasing the Goods and Related Services.

(k) **"Related Services"** means the services to be provided as per the requirements / conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract.

(l) **"SCC"** means the Special Conditions of Contract.

(m) **"Service Level Agreement" (SLA)** shall mean the Service Level Agreement entered into between the Purchaser and the Bidder.

(n) **"Bidder"** means the bidder whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Bidder.

(o) **"The MoP"** is the Ministry of Power, Government of India.

(p) **"The Site,"** shall mean all identified locations within the State of Karnataka, where the Bidder carries out services as per the scope work.

(q) **"Kick Off Meeting"** means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the Bidder.

(r) **"in writing"** means communicated in written form with proof of receipt

(s) **"Contract Document",** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2. Corrupt Practices

2.1 The Purchaser requires bidders, Bidders, and contractors to observe the highest standard of ethics during the execution of such contracts.

(a) The following definitions apply:

"corrupt practice" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;

"fraudulent practice" means a wilful misrepresentation or wilful omission of facts in order to influence a procurement process or execution of contract.;

"collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the BESCOM, designed to influence the action of any party in a procurement process or the execution of a contract;

"coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(b) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

(c) After the award of the contract if it is comes to the knowledge of the Utility that the Bidder has engaged in corrupt, fraudulent, collusive, or coercive practices at any stage, the Purchaser shall forthwith terminate the contract as per the provisions of GCC Clause 30.

3. Interpretation

3.1 In this Contract unless a contrary intention is evident:

A. In case of any conflict with any provision relating to the SRS document and the RFP document, the provisions of the RFP document shall prevail for all intents and purposes

B. the clause headings are for convenient reference only and do not form part of this Contract;

C. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;

D. unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;

E. a word in the singular includes the plural and a word in the plural includes the singular;

F. a word importing a gender includes any other gender;

G. a reference to a person includes a partnership and a body corporate;

H. a reference to legislation includes legislation repealing, replacing or amending that legislation;

I. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings

J. In the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.

K. Whenever a material or article is specified or described by the name of a particular brand, manufacturer or trade mark, the specific item shall be understood as establishing type, function and quality desired. Products of other manufacturers may also be considered, provided sufficient information is furnished so as to enable the Purchaser to determine that the products are equivalent to those named

3.2 **Incoterms**

The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current / latest edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

3.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

3.5 Waiver

3.5.1 Subject to GCC Sub-Clause 3.5.2 below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract. Neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.5.2 The waiver by either party of a breach or default of any of the provisions of this contract by the other party shall not be interpreted as :

A) A waiver of any succeeding breach of the same or other provision, nor shall any delay or omission on the part of the other party to exercise; or

B) A way to avail itself of any right, power, or privilege that it has or may have under this contract to operate as waiver of any breach or default by the other party.

3.5.3 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

3.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or

unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract or the contract as a whole and the remaining provisions of the contract shall remain in full force and effect.

4. Language

4.1 The official language of the Contract is English. Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the English translation shall govern.

4.2 The Bidder shall bear all costs of translation to English and all risks of the accuracy of such translation. The Bidder shall be bound to the English translation and what has been stated therein.

5. Consortium

Consortium is not allowed

6. Notices

6.1 All notices and other communications under this contract must be in writing, and must either be mailed by registered mail with acknowledgement due or hand delivered with proof of it having been received.

6.2 If mailed, all notices will be considered as delivered after 5 days, of the notice having been mailed. If hand delivered, all notices will be considered, when received by the party to whom the notice is meant and sent for.

6.3 All notices under this contract shall be sent to or delivered at the address as specified by the parties in the SCC.

6.4 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7. Governing Law

7.1 The Contract shall be governed by and interpreted in accordance with the laws of the India. The High Court of Judicature at Bangalore High Court and Courts subordinate to such High Courts shall have exclusive jurisdiction in respect of any disputes relating to the tendering process, award of Contract and execution of the Contract.

7.2 In all cases, this contract shall be governed by and interpreted in accordance with the Law of the Union of India. In this context, the expression 'Law' takes within its fold Statutory law, Judicial Decisional Law and Delegated Legislation as well

8. Settlement of Disputes AND ARBITRATION

8.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.

8.2 If the party fails to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and differences, either party may require that the dispute be referred to arbitration under the arbitration and conciliation act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by a mutual agreement of the both the parties and the award of the arbitrator shall be final and conclusive and binding upon both the parties.(The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed).

8.3 The place of arbitration shall be in Bangalore, Karnataka. The arbitral Procedure shall be conducted in English language.

8.4 During the settlement of disputes and Arbitration Proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract.

8.5 The courts of Bangalore only shall have the jurisdiction.

9. Scope of Work

9.1 Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but

that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Services as if such items were expressly mentioned in the Contract.

10. Delivery

10.1 Subject to GCC Sub-Clause 28.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Implementation Schedule. The details of shipping and other documents to be furnished by the Bidder are specified in the SCC.

11. Bidder's Responsibilities

11.1 The Bidder shall deliver all the Services included in the Scope of Work in accordance with GCC Clause 9, and the Implementation Schedule, as per GCC Clause 10.

12. Purchaser's Responsibilities

12.1 Whenever the Related Services requires that the Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Bidder, make its best effort to assist the Bidder in complying with such requirements in a timely and expeditious manner.

12.2 The Purchaser shall bear all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.

12.3 The General Manager (ICT&MIS), BESCOM or any other person designated by the utility shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, etc. to the Bidder.

12.4 The General Manager (ICT&MIS), BESCOM or any other person designated by the utility shall approve all such documents within 15 working days.

12.5 Purchaser may provide on Bidder's request, particulars/ information / or documentation that may be required by the Bidder for proper planning and execution of Scope of Work under this contract.

12.6 Purchaser shall not provide to the Bidder sitting space and infrastructure and utilities, in the Purchaser's offices. The Bidder has to arrange it at its own.

13. Contract Price

13.1 The Contract Price shall be firm and as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract as also subject to provisions of Clause 13.2.

13.2 Prices charged by the Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid, with the exception of any price adjustments authorized in the SCC.

14. Terms of Payment

14.1 The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work/change order on account of change order will be submitted by the Bidder unless the said extra work /change order has been authorized/approved by the Purchaser in writing.

14.2 The Bidder's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Services performed, accompanied by the documents submitted pursuant to GCC Clause 10.

14.3 Payments shall be made promptly by the Purchaser, no later than Sixty (60) days after submission of an invoice or request for payment by the Bidder, and the Purchaser has accepted it.

14.4 If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Bidder's invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the Bidder or deduct such excess payment from any payment subsequently falling due to the Bidder.

14.5 The currency in which payment shall be made to the Bidder under this contract is Indian Rupees (INR).

14.6 Detailed Payment terms with Phase, Activity, Schedule and Milestone is given in (Payment Terms) Annexure F- Payment Terms

14.7 All payments shall be made centrally at ICT&MIS section, Corporate office, BESCOM after obtaining the necessary Sign Off and certification from the Subdivision/ Town in charge.

15. Taxes and Duties

The prices quoted by the Bidder shall be inclusive of all duties/taxes/levies. Responsibility for including all applicable taxes/duties/levies in the proposal lie with the bidder and the utility shall not be responsible for any error/omission on the part of the bidder. Payment of taxes/duties/levies shall not be made separately.

16. Performance Security

16.1 The Bidder shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

16.2 The Purchaser shall at its sole discretion invoke the Performance Security and appropriate the amount secured there under, in the event that the Bidder commits any delay or default in Delivery of the Services or commits any other breach of the terms and conditions of the Contract.

16.3 The Performance Security shall be denominated in the currencies of the Contract, and shall be in one of the forms stipulated by the Purchaser in the SCC.

16.4 The Performance Security shall be discharged by the Purchaser and returned to the Bidder not later than fourteen (14) days following the date of completion of the Bidder's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

17. Intellectual Property

17.1 Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Bidder solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Bidder undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements/documents

and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the extent that Intellectual Property Rights are unable by law to so vest, the Bidder assigns those Intellectual Property Rights to Purchaser on creation.

17.2 The Bidder shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Bidder, the same shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Bidder solely for the purpose of execution of any of its obligations under the terms of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.

17.3 The Bidder shall ensure that while it uses any document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Bidder shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Bidder or its personnel during the course of performance of the Related Services. In case of any infringement by the Bidder, the Bidder shall have sole control of the defence and all related settlement negotiations.

17.4 Subject to sub-clauses 17.1 to 17.3, the Bidder shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, documentation, other intellectual property or other information belonging to the Bidder that existed before the effective date of the contract.

18. Confidential Information

18.1 Both parties undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading up to or the entering of the contract

18.2 After the entering of the contract the Purchaser and the Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Bidder may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Bidder under this Clause.

18.3 The Purchaser shall not use such documents, data, and other information received from the Bidder for any purposes unrelated to the Contract. Similarly, the Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

18.4 The obligation of a party under GCC Sub-Clauses 18.1 and 18.2 above, however, shall not apply to information that:

18.4.1 the Purchaser or Bidder need to share with the institutions participating in the financing of the Contract;

18.4.2 now or hereafter enters the public domain through no fault of that party;

18.4.3 can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

18.4.4 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality

18.5 The above provisions of GCC Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

18.6 Each of the parties to this contract, undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of the above clauses by its employees, agents and subcontractors.

18.7 The provisions of GCC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.

19. Subcontracting

The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency during the course of contract.

20. Specifications and Standards

20.1 Technical Specifications and Drawings

20.1.1 The Bidder shall ensure that all the Services comply with the technical specifications and other provisions of the Contract

20.1.2 The Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser

20.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section-V, Scope of Work. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 27.

21. Liquidated Damages and Penalty

21.1 Except as provided under GCC Clause 30, if the Bidder fails to deliver any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such services.

21.2 In addition, the Bidder is liable to the Purchaser for payment penalty as specified in the SLA.

21.3 If the Services supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Bidder to meet the requirements within 14 days of being informed by the Utility, the Utility shall be free to impose any penalty as deemed fit. In addition, the Utility shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the performance guarantee submitted by the Purchaser.

22. Liability/ Indemnity

22.1 The Bidder hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, in a form and manner acceptable to the Purchaser. The Bidder agrees to indemnify the Purchaser and its officers, servants, agents (**"Purchaser Indemnified Persons"**) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:

(a) any negligence or wrongful act or omission by the Bidder or its agents or employees or any third party associated with Bidder in connection with or incidental to this Contract; or

(b) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Related Services or any part thereof.

22.2 The bidder shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits

22.3 Without limiting the generality of the provisions of this clause 22.1 and 22.2, the Bidder shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Services, information, design or process supplied or used by the Bidder in performing the Bidder's obligations or in any way incorporated in or related to the Project.

Survival on Termination

The provisions of this Clause 24 shall survive Termination

22.4 **Defence of Claims**

22.4.1 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 22.1, 22.2, or 22.3 the Purchaser shall promptly give the Bidder a notice thereof, and the Bidder may at its own expense and in the

Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

22.4.2 If the Bidder fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf

22.4.3 The Purchaser shall, at the Bidder's request, afford all available assistance to the Bidder in conducting such proceedings or claim, and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.

23. Merger, acquisition or divestitures of the Contractor

23.1 In case of merger, acquisition or divestiture of the Contractor, the acquiring company shall be bound by the terms and conditions of this Contract for a period of at least five (5) years from the date of completion of the project, at no additional cost to the Purchaser. Additionally, the acquiring company shall continue to provide all the services during the time period as mentioned in the Contract

23.2 When the Contractor is a partnership firm, the prior approval in writing from the Purchaser shall be obtained before any changes are made in the constitution of the firm. Such approval as aforesaid shall likewise be obtained before such Contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the Project hereby undertaken by the contractor. In either case, if prior approval is not obtained, the Agreement shall be deemed to have been allotted in contravention of this Contract and the action and consequence shall ensure as provided.

24. Limitation of Liability

24.1 Except in cases of gross negligence or willful misconduct :

24.2 neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Purchaser; and

24.3 the aggregate liability of the Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify the Purchaser with respect to patent infringement.

25. Change in Laws and Regulations

25.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract.

26. Force Majeure

26.1 The Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

26.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to wars or revolutions, earthquake, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

26.3 If a Force Majeure situation arises, the Bidder shall promptly and no later than seven days from the first occurrence thereof, notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

26.4 The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Bidder.

27. Change Orders and Contract Amendments

27.1 The Purchaser may at any time order the Bidder through Notice to make changes within the general scope of the Contract in any related services to be provided by the Bidder.

27.2 If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Bidder's receipt of the Purchaser's Change Order.

27.3 No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.

28. Extensions of Time

28.1 If at any time during performance of the Contract, the Bidder or its Subcontractors should encounter conditions impeding timely delivery of the Services pursuant to GCC Clause 10, the Bidder shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Bidder's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

28.2 Except in case of Force Majeure, as provided under GCC Clause 26 or where the delay in delivery or completion of Services is caused due to any delay or default of the Purchaser, any extension granted under clause 28.1 shall not absolve the Bidder from its liability to the pay of liquidated damages pursuant to GCC Clause 21.

29. Inspection and Checks:

29.1 The Owner or his Representative shall have the right to inspect and/or to Test the works to confirm their conformity to the Contract. The Owner shall notify the Supplier/Contractor in writing on the identity of any Representatives authorized for these purposes.

30. Termination

30.1 Termination for Default

30.1.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Bidder, terminate the Contract in whole or in part:

(i) if the Bidder fails to deliver any or all the Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 27; or

(ii) if the Bidder, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC Clause 2, in competing for or in executing the Contract; or

(iii) Any representation made by the bidder in the proposal is found to be false or misleading

(iv) if the Bidder commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser.

30.1.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 29.1.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the Bidder shall be liable to the Purchaser for any additional costs for such similar Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.

30.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

30.3 Termination for Convenience

The Purchaser, by Notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Bidder under the Contract is terminated, and the date upon which such termination becomes effective

30.4 **Consequences of Termination**

Upon Termination of the Contract, the Bidder shall:

(i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt from GM(ICT & MIS), BESCOM ("Exit Plan").

(ii) The GM (ICT & MIS) and along with designated team will review the Exit plan. If approved, Bidder shall start working on the same immediately. If the plan is rejected, Bidder shall prepare alternate plan within two calendar days. If the second plan is also rejected, GM or the authorized person will provide a plan for Bidder and it should be adhered by in totality.

(iii) The Exit Plan should cover at least the following: -

a. Execute all documents that may be necessary to effectively transfer the ownership and title;

b. Handover all related documentation and other Configurable Items, if any in his possession;

(iv) The Bidder and GM(ICT&MIS) or the authorized person will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

31. Assignment

31.1 The Bidder shall not assign, in whole or in part, their obligations under this Contract.

32. Disclaimer

32.1 Purchaser reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to secure expert opinion.

32.2 Purchaser reserves the right to accept any proposal deemed to be in the best interest of the BESCOM and Other ESCOM's of Karnataka

33. Public Disclosure

33.1 All materials provided to the Purchaser by bidder are subject to Country and Karnataka public disclosure laws such as RTI etc.

33.2 The Bidder's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Bidder its written consent.

34. SLA Audit

A designated team / person from BESCOM will review the performance of bidder each month. The review / audit report will form basis of any action relating to imposing penalty on or breach of contract of the Bidder.

35. Adherence to safety procedures, rules regulations and restriction

35.1 Bidder shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Bidder's Team shall abide by these laws.

35.2 The Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Bidder's Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.

35.3 The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

35.4 The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC clause 22.

36. Non-Solicitation of Staff

36.1 For the purpose of this contract, both parties to this contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other party to leave without the consent of the other during the term of this agreement and for an additional period of 180 days after termination

37. Survival

37.1 The clauses of this contract, which by nature are intended to survive termination of this contract, shall remain in effect after such termination

SECTION-IV
Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

SCC 1.1(i)	The Purchaser's country is: The Union Of India
SCC 1.1(j)	The Purchaser is: Bangalore Electricity Supply Company Ltd
SCC 1.1 (q)	The web-site is https://kppp.karnataka.gov.in The details regarding the RFP (Bid) process shall be available on the same. The eligible bidders should visit the website from time to time and get the status updates. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders.
SCC 3.2	The version of Incoterms shall be: Incoterms 2010 or latest
SCC 4.1	The language shall be: English
SCC 6.1	For notices, the contact details shall be: THE GENERAL MANAGER (ICT & MIS) BANGALORE ELECTRICITY SUPPLY COMPANY LTD. BELAKU BHAVANA, CORPORATE OFFICE, K R CRICLE, BANGALORE -560001, KARNATAKA Email: gmit@bescom.co.in Contact: 9449844720/ 9449877005
SCC 7.1	The governing law shall be: Laws applicable in exclusive jurisdiction of the High Court of Judicature at **Bangalore**, India and all courts subordinate to its exclusive Jurisdiction.

SCC 8.2	The formal mechanism for the resolution of disputes shall be: a. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties. b. If the party fails to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such dispute and differences, either party may require that the dispute be referred to arbitration under the arbitration and conciliation act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by a mutual agreement of the both the parties and the award of the arbitrator shall be final and conclusive and binding upon both the parties.(The date of commencement of the dispute shall be taken from the date when this clause reference is quoted by either party in a formal communication clearly mentioning existence of dispute or as mutually agreed). c. The place of arbitration shall be in Bangalore, Karnataka. The arbitral Procedure shall be conducted in English language. d. During the settlement of disputes and Arbitration Proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract. e. The courts of Bangalore only shall have the jurisdiction.
SCC 9.1	The price adjustment shall be: The bidders may please note that the prices are upward/downward Adjustable. Purchaser reserves the right to review and negotiate the charges payable at any time to incorporate downward revisions as applicable and necessary, including due to lowering of any applicable taxes, duties and any other statutory levies. Prices shall not be subject to any upward/downward revision on any account whatsoever throughout the period of contract. Provided that any revision in taxes, statutory levies, duties which is not occasioned due to any change in place, method and time of supply or non-performance / non-fulfilment of any condition of any exemption considered by the bidder at the time of proposal, shall be considered for price adjustments. The utility reserves the right to increase or decrease the contract value subject to the limit of 25%. It is clarified that this increase or decrease of 25% shall not entitle either party to claim revision of the unit price of the services.

SCC 10.1	**General terms and conditions of Payment Schedule** 1) All payments shall be made centrally at IT section BESCOM in favour of the Bidder 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs majorly

	defined below. The SLAs will govern the penalty and deductions from payments for inferior deliverables. 3) Payments against invoice submitted after completion of the activities Subdivision/Division wise (accompanied with all requisite documents) shall be released by obtaining necessary certifications from concerned officer, within 60 days of submission of invoice. 4) Bidder needs to ensure completion of all works before submitting the invoice and approved only after the particular activity is completed. In case even part of the work is pending payment for that activity shall not be made. 5) The detailed terms of payment is attached as Annexure-H 6) Cost has to be mentioned as per prescribed formats only. 7) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or service rendered by bidder is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the bidder, till such work/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the Purchaser under this contract.
SCC 11.1	The currencies for payments shall be in Indian Rupees (INR).
SCC 12.1	The Performance Security paid, shall be in the form of Bank Guarantee issued by a Scheduled Indian Bank as notified by Reserve Bank of India. The Bidder shall submit Performance Security of 5% on the Total Contract value to be valid for 90 days beyond the completion of contract period

SECTION-V
Scope of Works

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1. Background

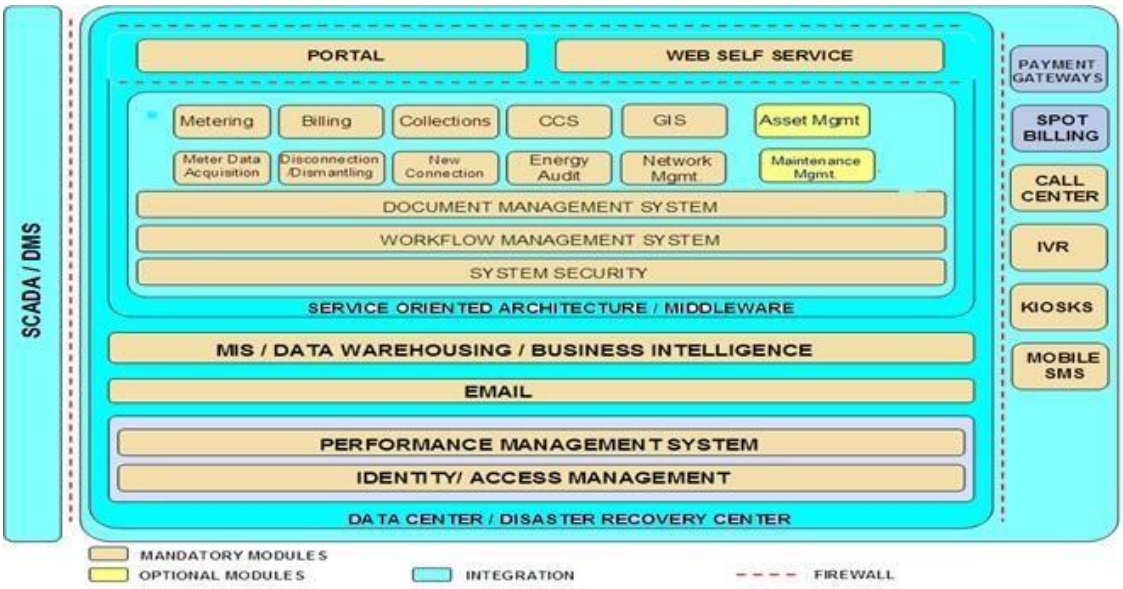
1.1RAPDRP Part-A Implementation

R-APDRP Part-A (IT) is implemented in the identified 98 towns across all ESCOMs of Karnataka. 17 integrated software modules implemented under this project RAPDRP-Part A project are as under:

Table 1:RAPDRP Software Modules

Sl. No	Module	Short Name
1	Web Self Service	WSS
2	System Security Requirement	SSR
3	Management Information System	MIS
4	New Connection	NC
5	Collections	Collections
6	Development of Commercial DB of Consumers	Comm DB
7	Disconnection & Dismantling	DC & DM
8	GIS based customer Indexing and asset mapping	GIS
9	Identity and Access Management system	IDAM
10	Billing	Billing
11	GIS based integrated network analysis module	NA
12	Asset Management	AM
13	Maintenance management	MM
14	Meter Data Acquisition	MDA
15	Energy Audit	EA
16	Metering	Metering
17	Centralised Customer Care Center	CCC
Total		**17**

1.2RAPDRP ARCHITECTURE



The above 17 modules and other sub systems such as Email, EMS/NMS Suite are setup at one centralized Data Centre and one Disaster Recovery Centre to which every Section offices, Sub division offices, division offices, Circle offices, Zonal offices and corporate office of the project area are connected to cater to the business requirements of ESCOMs. One Centralised Customer Care Centre is established at each ESCOM.

The above Data Centre and Disaster Recovery centre (1:1 replica) are logically segregated into Secured zone and Demilitarized zone hosting business applications for internal use and customer use respectively.

The Data Centre and Disaster Recovery centre comprises of Web, Application Servers, Database server, middleware servers and network, security components and storage components. The hardware existing are all enterprise class servers with 64bit architecture servers which are scalable to manage enterprise level solution to address the entire ESCOM's utility requirement.

The architecture ensures the continuous availability of the business application. The Data base servers are in clustered failover mode making them highly available. Application server and Database servers are scalable horizontally and vertically respectively.

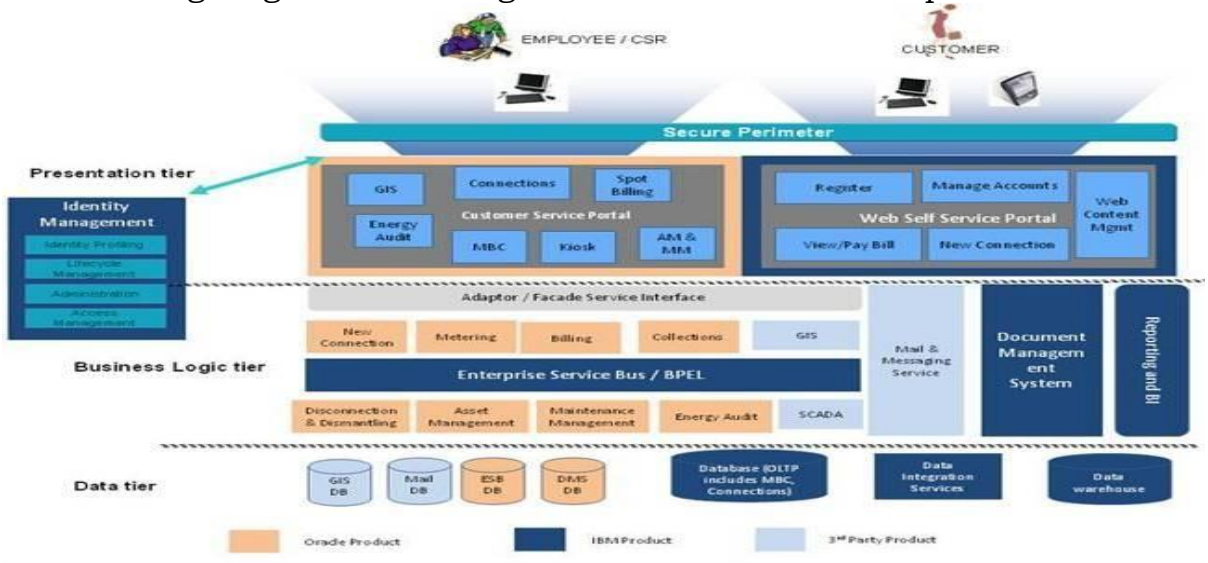
The solution allows the user to access the system using a single sign on. The System Security layer will authenticate the user and allow the access to the designated functionalities for which the access is provided based on the user profile. The Portal is accessible by internal users of the ESCOMs and serve as a platform for Enterprise Reporting/Dashboard.

The Web Self Service is an external portal accessible by all the consumers of the ESCOMs for real time customer services and information regarding policies and procedures.

The solution enables all required interfaces and integration. The integration mechanism adopted supports easy manageability, configurability, scalability and easy integration of any future systems with solution. The integration is on-line real time or batch mode where appropriate and operates in an automated fashion without manual intervention.

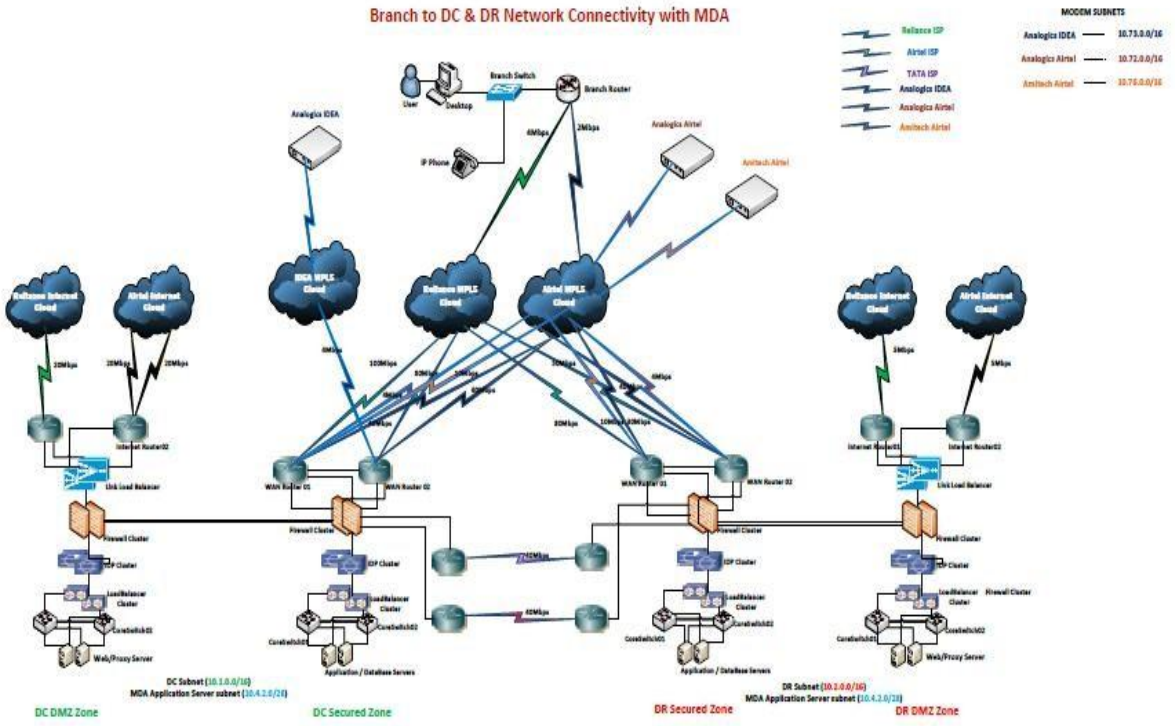
1.3 Logical Architecture and Components

Following diagram shows Logical Architecture and Components



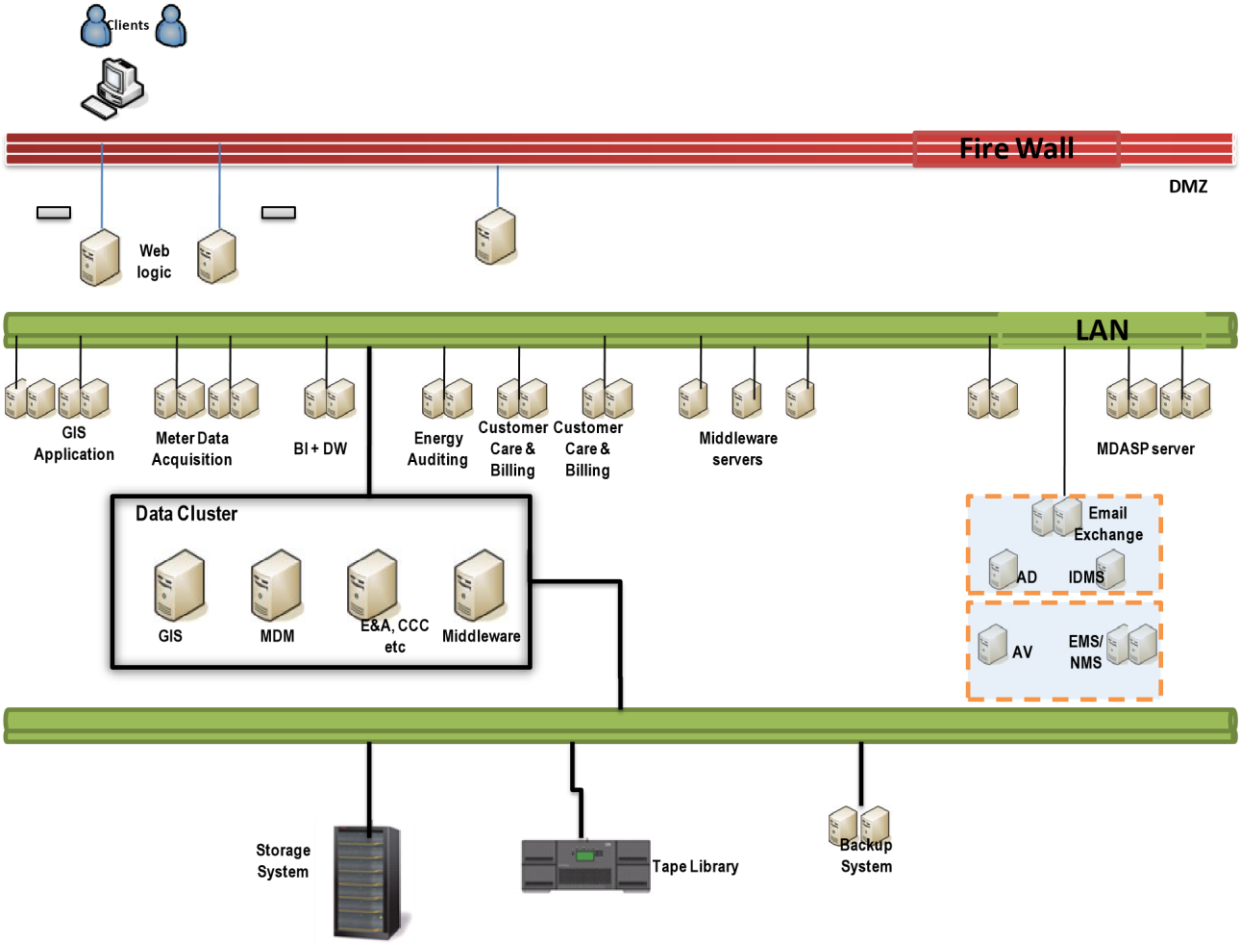
1.4 Network Connectivity –DC/DR along with branches

Following diagram shows the Network Connectivity –DC/DR along with branches



*1.5 **Deployment architecture at DC & DRC***

Following diagram shows the deployment of servers in production environment at the Data Centre



2.0 Scope of works under IPDS IT enablement Phase-II

2.1 Overall implementation of IPDS IT Phase-II

Introduction to IPDS project, its objectives and about the scheme, overview of the scope of works is given in Section-I: IFB. This project is an extension of existing RAPDRP Part-A to smaller towns which spans from data acquisition at distribution level until monitoring of results of steps taken to provide an IT backbone and strengthening of the electricity distribution system.

Overall implementation of IPDS IT enablement Phase-II project across all ESCOMs in Karnataka is split into various packages as below:

Table 2: Various Packages under the project implementation

Package	Overall Scope of works
1	a. DC Hardware and Software refresh with version up-gradation of applications and migration of RAPDRP Part-A and IPDS Phase II towns data along with FMS b. Hosting DRC on Cloud
2	IPDS towns IT infrastructure

3	IPDS towns GIS survey
4	FMS of RAPDRP Part-A and IPDS Phase II towns.
5	Fixing of Modems to IPDS towns for ESCOMs (excluding BESCOM)

2.2 Scope of works under this RFP

The Bidder is responsible for Survey, Creating and Delivering the data to be migrated into the system by the System Integrator (SI).

3. Detailed Scope of Works under this RFP

Geographic Information System solution consists of a system for capturing, storing, checking, integrating, manipulating, analysing and displaying geo data related to positions on the Earth's surface and data related to attributes of the entities/Customers in a utility area. It pertains to both vector and raster GIS. The use of capabilities includes hardware, software and data provided by a Geographic Information System specific to a set of user requirements. This is achieved through GIS mapping to pre-defined scale, generation of intelligence electrical network maps and super imposing them on the land base GIS maps and through customization and / or development of application software.

Broad scope of work for **"GIS Based Asset Mapping Survey and Digitization of Electrical Assets in Peri Urban Area of BESCOM for Implementation of Distribution Automation System(DAS) and 20 IPDS Towns Of BESCOM For Incremental Asset Data Updation"** is given under section-I

Detailed scope of works is as follows:

1. The methodology of Asset Mapping is defined in detail under Sec.G-4: DGPS Survey, Consumer Indexing and Asset Mapping of RAPDRP Part-A scheme enclosed as Annexure-C.
2. Under this RFP, among the methodology defined in Sec.G-4, the following deviations in the scope of works shall prevail for Peri Urban area and IPDS towns in particular:
    a. GIS Asset Mapping survey is GPS based with +/- 2.5 m location accuracy.
    b. Door-to-Door Consumer Survey and consumer indexing **is not in the scope of the bidder.**
    c. Base map creation **is not in the scope of bidder**

3. Activity wise scope of works is as follows:

3.1 Asset Survey of Peri Urban Area

3.1.1 Asset survey and mapping of Electric Network assets: (Only HT Assets)

i. Mapping the location co-ordinates (Latitude-Longitude) of each of the electrical network entities from 66kV/33/11 kV system, RMUs, DTs and poles/feeder pillar boxes (over/under ground) and of town's landmarks using **"GPS"** method while doing field survey. Collecting and developing attribute data of each network entity and mapped landmarks. Indicative Survey formats with attributes for various assets along with attributes is enclosed as Annexure-D.

ii. The GPS mapping must be done with +/- 2.5 m location accuracy.

iii. The GPS survey instruments proposed by the bidder shall be got approved by BESCOM before starting the survey.

iv. Preparation of digitized electrical network mapped on the base map in the pre-defined scale with features and attributes of assets collected through GPS survey for GIS application.

v. After completion of validation by the field officers, both hard copy and soft copy in colour of Feeder wise digitized HT Network asset maps overlaid on land base to be submitted to utility for sign off.

vi. The data digitization by the bidder shall be as per the data model & ArcGIS version specified by the BESCOM.

vii. After sign off, the final configured GIS data to be submitted to utility to migrate the same into production.

3.1.2 After completion of Asset survey, bidder has to publish the cut-off date for each subdivision when the data is submitted to Utility for validation and Sign off.

3.1.3 The incremental changes (addition/deletion/modification) in the GIS database are due to the regular day to day changes in the Electrical network in field after the date of completion of survey by the bidder and submission of surveyed data to utility for validation. Post the cut-off date specified for each subdivision, whatever changes happen on the feeder will fall under incremental update.

3.1.4 Utility will provide the incremental changes in Assets data information for each of the subdivision separately. The bidder shall capture the latitude and longitude values along with attributes for these incremental changes in Network assets, collected through GPS instrument.

3.1.5 Activities defined under 3.1.1 shall be done in 1 cycle with in the contract period.(As part of Peri Urban area Incremental Survey)

3.1.6 Implementation plan activities:

The implementation plan activities to be carried out along with their timelines is listed below.

Sl.No	ACTIVITIES	TIMELINES
1	Mapping the location co-ordinates of each of the electrical network entities using GPS method	0-59 days from the date of issue of DWA
2	Superimposition of the digitized network on Land base map	
3	Updation of incremental asset data	60-90 days from the date of issue of DWA

3.1.7 . Deliverables:

Along with the deliverables mentioned in SRS Sec. G4, clause 6.0 the bidder shall submit the following after Initial Survey Sign off and after Incremental data changes Updation before Go-Live:

i. Both Hard and Soft copy of Town wise HT network assets map overlaid on land base on A0 size paper.
ii. Both Hard and Soft copy in colour of Feeder wise HT Network asset maps overlaid on landbase on A1 size paper.
iii. Both Hard and Soft copy in colour of HT Network asset maps overlaid on land base by creating 1KMx1KM grids Town-wise with 1:1500 scale on A2 size paper.
iv. Soft copy of spatial and non-spatial data configured in GIS format specified by the BESCOM to migrate the data to production.
v. Web application/ Mobile application to the field officers to view/update the surveyed assets along with Dashboard

3.2 Incremental Assets Survey of IPDS Towns

3.2.1 Updation of Incremental data of Network Assets both HT & LT network (both Existing and New network):

a. BESCOM field personnel will identify the incremental assets and the details of the incremental assets will be marked by the respective Subdivision staff on the hard copies of HT/LT network maps already provided by BESCOM GIS team in 1: 1500 scale and BESCOM will provide these **hard copies** to the vendor.

b. The vendor has to visit the towns/ subdivision office to collect the data, interact with the concerned officials to ascertain the changes.

c. Mapping the location co-ordinates (Latitude-Longitude) of each of the electrical network entities from HT/LT system, RMUs, DTs and poles/feeder pillar boxes (over/under ground) and of town's landmarks using **"GPS"** method while doing field **survey of the newly added assets along with the changes in the existing network**. Collecting and developing attribute data of each network entity and mapped landmarks. Indicative Survey formats with attributes for various assets is enclosed as Annexure-D.

d. The GPS mapping must be done with +/- 2.5 m location accuracy.

e. The GPS survey instruments proposed by the bidder shall be got approved by BESCOM before starting the survey.

f. Extract of Town-wise/ subdivision (SDO) wise/ Station wise GIS data from IPDS GIS production database will be provided by BESCOM to the Vendor.

g. All the assets provided and marked by BESCOM official on hard copies shall be captured in full (100%) along with any changes observed with respect to the existing network GIS data during the survey also needs to be captured and updated by the vendor.

h. After incorporating the changes of incremental assets collected from BESCOM in PGDB/gdb, the vendor has to revisit the towns/ subdivision office with the required GIS software to demonstrate the changes made to the concerned officer and obtain approval.

i. Along with the updates such as Addition/Deletion/Modification done by the bidder, the existing data along with all the attributes needs to be demonstrated by the vendor to the concerned officer during validation.

j. Any further updations / corrections such as Addition/Deletion/Modification if any suggested by the concerned field officer during validation has to be incorporated by the vendor in the PGDB.

k. After obtaining approval from field officers, the vendor has to submit the updated incremental data in the PGDB/gdb and Excel formats, after executing the required quality checks for the existing & incremental data.

l. The vendor has to provide the details of the **incremental updates** in the form of ADD, DELETE and UPDATE tables specified by BESCOM for migration.

m. In case errors are reported while migrating the data into production, the vendor has to make the necessary corrections and resubmit the data. BESCOM will provide the list of errors if any occurred during the migration.

n. All the above steps are to be repeated if Second cycle of incremental updation is required by the BESCOM.

3.2.2 The BESCOM field staff will provide the input of incremental data of assets twice per Town/ Sub-division in the entire contract period.

3.2.3 The successful bidder shall update and prepare the digitized output of town wise and subdivision wise updated data within 15 days from the date of providing data by BESCOM field staff/ authorized representative of BESCOM. Subsequently, the updated data needs to be configured and handed over to BESCOM within 15 days from the date of approval from concerned BESCOM sub-divisional officer on the validated data.

3.2.4 Deliverables by the vendor:

The vendor shall at the end of each cycle of Updation shall submit the following:

a. Hard copy in colour of updated Network asset maps overlaid on landbase by creating 1KMx1KM grids subdivision-wise with 1:1500 scale on A2 size paper in two stages (Both HT & LT Network)

b. Hard copy in colour of Feeder wise updated HT Network asset maps overlaid on landbase on A2 size paper.
c. Soft copy of DT wise LT updated Network asset maps overlaid on landbase.
d. Soft copy of updated GIS configured spatial and non-spatial data in required GIS format specified by utility to migrate the data to production.

4. Man power requirement:

4.1 The bidder shall provide manpower Deployment Plan and Structure including the Resident Project Manager (RPM) and other team members as given in Annexure -G
   i. Resident Project Manager
   ii. Surveyors
   iii. Other personnel

4.2 Bidder to ensure to deploy qualified competent resources to carry out the work as specified in this Contract.

4.3 Bidder to also ensure the quality of work and data by deploying different qualified skilled resources requirement to the utmost level, whereby ensuring the adherence to the data quality specification, coordinates, attributes & electric network details.

4.4 CV's of RPM deployed should be submitted to the utility.

4.5 The purchaser shall require that all project related discussion should happen in purchaser's office. The key members of the team may need to travel to purchaser's office for project meetings at their own expenses.

5. Other Requirements:

5.1 The successful bidder shall submit a detailed process document to BESCOM for approval before commencing of work.

5.2 The successful bidder has to provide the Web application/ Mobile application to the field officers to view the surveyed assets along with Dashboard.

5.3 Apart from the subdivisions mentioned in the Annexure- , if the feeder is feeding beyond the said subdivision boundary complete feeder needs to be surveyed and configured duly considering it under the subdivision from where it is originating.

5.4 Base map will be provided by the BESCOM if not any open source can be used for digitization and validation of surveyed data.

5.5 After Base map is provided by the BESCOM, surveyed data to be overlaid on the Base map and final data to be submitted.

It is understood that the bidder has gone through the entire tender document and has complete understanding of the terms and conditions, scope of work etc., mentioned here along with their implications.

SECTION-VI

Forms

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1. No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:
Name:
Designation:
Address:

Seal:
Date:

2. Technical Proposal Submission Sheet

Date:

Invitation for Bid No.:

To:

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Document, including Addenda No. (if Any):

We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, the following Goods and Related Services:

Our Bid shall be valid for a minimum period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5 percent of the Contract Price for the due performance of the Contract;

We are not participating, as Bidders, in more than one Bid in this bidding process in accordance with the Bidding Document;

Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the <UTILITY NAME>;

We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the best evaluated bid or any other bid that you may receive.
We undertake to open office in <To Be filled by Bidder > after award of contract.
Name

In the capacity of

Signed
Duly authorized to sign the Bid for and on behalf of
Date

3. Price Proposal Submission Sheet

(Not to mention quoted prices that will be online only)

Date:

Invitation for Bid No.:

To:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Document, including Addenda No. (if any):

(b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule, the following Goods and Related Services:

(c) The total price of our Bid is mentioned in prescribed format on Online Mode as per **Appendix-F Price Bid Format**

(d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

4. Letter of Authority

(On Non-Judicial Stamp Paper of appropriate Value)

KNOW ALL MEN BY THESE PRESENTS THAT I, ... a Company incorporated under the Companies Act, 1956 (or equivalent Act/Law in case of Foreign Bidders) and having its registered office at ..... (hereinafter referred to as "the Company") has been authorized by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company. Whereas I consider it necessary and expedient that ..... of the Company be given the authority and power to sign Tender, Contract, Deeds and Instruments including amendments in connection with Tender for "empanelment of an executive search Firm/Staffing agency for sourcing resources for IT and Smart Grid cadre on Agency-rolls." floated by Bangalore Electricity Supply Company Limited (BESCOM/BESCOM) vide Tender Notice no.....

I accordingly hereby nominate, constitute and appoint above named..... severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

I, the Executant do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITHNESS where I, ... has executed these presents this the ..... day of ..... at .....

.....

.....

Specimen Signature of Attorney

Signature of Executant

Name:

Name:

Designation:	Designation:
…… Specimen Signature of Attorney	…… Signature of Executant
Name:	Name:
Designation:	Designation:
……	……
Company Seal:	Company Seal:
Date:	Date:
Place:	Place:

5.Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format.

Sl No	Section (Name & No.)	Clause No.	Page No.	Statement as per tender/RFP document	Suggestion / Query by bidder	Rationale for suggestion
1						
2						
3						
4						
5						

6. Bidder's General Information

Following table shall be filled with the details of the bidder.

S. No.	Item	Bidder's Response
1.	**Company Name**	
2.	**Year Established**	
3.	**Incorporated in India (Yes or No)**	
4.	**GSTN No.**	
5.	**TAN No.**	
6.	**PAN No.**	
7.	**Contact Name**	
8.	**Position**	
9.	**Address**	
10.	**Mobile**	

11.	**Telephone**	
12.	**Fax Number**	
13.	**Email Address**	
14.	**Alternate Email Address**	

7. Performance Bank Guarantee

PERFORMANCE SECURITY:

To,

Whereas, <<name of the supplier and address>> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to BESCOM (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<*Insert Date*>>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)
Seal:
Date:

8. Total Responsibility Certificate

This is to certify that I undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

I am wholly responsible for execution of the contract. In case of non-performance (slippage in milestones, scope & quality of work, discipline, etc.) and/or bankruptcy of any of the subcontracted roles, I shall take necessary remedial action through addition/change of subcontractor for the concerned role and abide by any financial and legal implications consequently. The addition/change of subcontractor for concerned role shall be with necessary prior approval of the utility, shall not disrupt the work by maintaining continuity and shall be at no additional cost to the project cost already quoted at the time of bidding for the project. The addition/change of subcontractor for concerned role shall be required to meet the Qualifying Criteria.

(Authorised Signatory)

Signature:
Name:
Designation:
Address:

Seal:
Date:

9. Self-Declaration on not being blacklisted

(On Company Letterhead of the Bidder)

We confirm that our company is not blacklisted for any fraudulent actions by BESCOM or by any state/central Government institution or any Public Sector Organization.
It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Signature

Name & Designation

Company Seal:

Place:
Date:

10.Format for CV of candidates

Sr. no.	Attribute	Remarks
1.	Proposed position	
2.	Name of Candidate	
3.	Date of Birth	
4.	Profile Experience details	
5.	Employment Record	1) Employer: From: *(month/year To month/year):* Position held: Role & Responsibilities:
6.	Other training or Certificate (*indicate significant training / certification which are relevant for this Project)*	
7.	Nationality	
8.	Language (Speak/ Read/ Write) *(Preference give to Kannada speaking)*	
9.	Education (indicate college/university and other relevant specialized education of staff members, giving names of institutions, degrees obtained and year of completion)	
10.	Membership and professional association	
11.	Details of relevant projects where staff has worked in *GIS area*	Project 1 Name: Project Detail: Employer: Position Held (from month/year-to month/year): Individual's Role & Responsibilities: Individual's Deliverables: Key Achievements:

		Project N Name: Project Detail: Employer: Position Held (from month/year-to month/year): Individual's Role & Responsibilities: Individual's Deliverables: Key Achievements:
12.	Authorized Signatory	
13.	Date & Place	
14	Stamp of firm	

11. EMD Declaration

I, hereby submit a declaration that the tender submitted by the undersigned, on behalf of the tenderer _____ (**Name of the Tenderer**), shall not be withdrawn or modified during the period of validity or extended period of validity.

I, on behalf of the tenderer _____ (**Name of the Tenderer**), also accept the fact that in case the tender is withdrawn or modified during the period of its validity/extended validity period or if we fail to sign the contract in case the contract in awarded to us or we fail to submit Performance Security and Additional Performance Security, if any, before the deadline fixed in the Tender Document, then _____ (**Name of the tenderer**) will be debarred for participation in the tendering process for the Procurements of this Procurement Entity for a period of **one year** from the date of default.

(Signature of the Authorised Signatory,Official Seal)

12. Bidder of a country which shares a land border with India

To,
General Manager (ICT & MIS),
Bangalore Electricity Supply Company Limited,
Belaku Bhavan, Corporate Office, K.R Circle
Bangalore-560001, Karnataka, India

Dear Sir,

This is to certify that I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Company/Firm

13. Banker's Certificate

ON BANKERS LETTER HEAD

……
……
FORMAT OF BANKER'S CERTIFICATE/ LINE OF CREDIT LETTER
[TO BE ISSUED IN THE LETTER HEAD OF BANK BRANCH]

Reference Number (SL No.) Place:

Date:

To:

[Name and Address of the beneficiary]

This is to certify that M/s. ……(name of the customer) having their registered/ administrative office at …… is a customer of our Bank and is engaged in ……(nature of activity). Their financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as below to meet their financial requirement towards the execution of the ……(brief details of work) as per the Loan Policy of the Bank:

<table>
<tr><td>SL No.</td><td>Type of facility</td><td>Amount in Rs. (As on date of issue of certificate)</td></tr>
<tr><td>(1)</td><td>Cash at Bank</td><td>Rs……..</td></tr>
<tr><td>(2)</td><td>Term Deposits</td><td>Rs……..</td></tr>
<tr><td>(3)</td><td>Fund based Credit facility (includes Overdraft)</td><td><table><tr><td>Sanctioned Limit</td><td>Utilized amount</td><td>Available Balance amount</td></tr><tr><td>Rs…..</td><td>Rs…..</td><td>Rs…..</td></tr></table></td></tr>
</table>

Note:- Date of the Certificate

Liquid Assets as on last date of previous month of tender inviting date or at a later date before submission of the bid.

Yours Faithfully,
BRANCH MANAGER

SECTION-VII

ANNEXURES

LIST OF ANNEXURES:

Sl.No.	Annexure	Description
1.	A	Key Statistics of IPDS Towns
2.	B	Key Statistics of Peri Urban Area
3.	C	RAPDRP Section-G4 for Methodology of DGPS Survey, Consumer Indexing and Asset Mapping
4.	D	Survey Formats
5.	E	Price Bid
6.	F	Payment Terms
7.	G	Man power deployment
8.	H	Check list of Documents
9.	I	ABBREVIATIONS

PRICE BID

Annexure-E

SL. NO.	DESCRIPTION	Unit of measurement	Quantity	Unit cost inclusive of all taxes (in Rs.)	Total Cost inclusive of all Taxes (in Rs.)
i	ii	iii	iv	v	vi
1	Locating co-ordinates (Latitude-Longitude) using GPS, collection/updation of attribute database of following electrical network assets through field survey and development, codification, mapping.				
1(a)	66/11, 33/11 kV substations	Nos	70		
1(b)	HT /LT overhead lines/underground cables along with associated line equipment's such as Poles, RMUs, Distribution Transformers, FPB etc.	Kms	4203		
Subtotal 1(a)+ 1(b) **(Should not be less than 60% of the total cost)**					
2	Preparation of digitized electrical network mapped on the base map in the pre-defined scale with features and attributes of assets collected through GPS survey for GIS application**(Should not be less than 20% of the total cost)**	Subdivision Count	46		
3	Incremental Assets Survey & digitization of both Peri Urban area and 20 IPDS towns (Both HT & LT network in IPDS area & only HT network in Peri Urban area)**(Should not be less than 20% of the total cost)**	Kms	630		
TOTAL Bid Value		Lump sum			
TOTAL Bid Value in Words					

Please Note:

1. **Quantities mentioned in column (iv) above are only indicative and will be considered as per actual after completion of the work**
2. **Bidders should not upload the Price bid form in the technical section. If bidder uploads financial bid in the technical section such bids will be summarily disqualified.**
3. **L1 bidder needs to submit the Price breakup as per the above format after issuance if LoI**

Payment Terms

Annexure-F

Sl.No	Activity	Payment Schedule	Milestones
1	Locating co-ordinates (Latitude-Longitude) using GPS, collection/updation of attribute database of following electrical network assets through field survey and development, codification, mapping & indexing with their upstream source of supply : (a) 66/11, 33/11 kV substations (b) HT (11 kV)/ LT overhead lines/underground cables alongwith associated line equipments such as Poles, RMUs, Distribution Transformers, FPB etc.	**70%** of Cost quoted for activities [1(a) + 1(b)]	On completion of Subdivisionwise GPS survey of substations, HT & LT lines etc., validation and sign off by BESCOM (gdb to be provided) field officers.
2	Preparation and configuration of digitized electrical network mapped on the base map in the pre-defined scale with features and attributes of assets collected through GPS survey as per BESCOM GIS data model.	**70%** of Cost quoted for the activity [2]	On submission of Townwise digitized electrical network mapped on basemap with all features and attributes configured for GIS applciation and approval from BESCOM (gdb to be provided)
3	Incremental data updation (a) Survey Updation of Incremental data of Assets	**For 90%** of incremental quantities & **20%** of the activities [1+2]	After completion of Townwise Incremental Asset updation as per actual and approval of BESCOM(gdb to be provided)
4	After Completion	**10%** of Total Project Cost [Activities (1+2+3)] & **10%** of Incremental quantities	After successful completion of Contract and migration of data to production system

Note: 1. In peri urban area only HT network & in IPDS towns both HT & LT network

MANPOWER DEPLOYMENT PLAN

Annexure- G

Sl. no	Role	Total Staff proposed	Distribution of Total	
			Onsite	Offshore
1	Resident Project Manager			
2	Surveyor's			
3	Other personnel			
4	**<Add more rows>**			

Check list of Documents

Annexure-H

Sl. No	Documents	Reference
1	Certificate of Incorporation of Company	Section I (4.1)
2	Work orders and Completion Certificates on past experience	Section I (4.1)
3	Satisfactory performance Certificate	Section I (4.1)
4	ISO 9001:2015 certificate	Section I (4.1)
5	Registration Certificate/Self Declaration Certificate for Country sharing a land with INDIA	Section I (4.1)
6	Audited Financial Statements for Annual Turn over for FY 2023-24,2024-25,2025-26	Section I (4.2)
7	Bank Certificate for Liquid Asset	Section I (4.2)
8	No Deviation Certificate	Section VI(1)
9	Technical Proposal Submission Sheet	Section VI(2)
10	Price Proposal Submission Sheet	Section VI(3)
11	Letter of Authority	Section VI(4)
12	Template for Pre-Bid Queries	Section VI(5)
13	Bidder's General Information/Profile	Section VI(6)
14	Performance Bank Guarantee	Section VI(7)
15	Total Responsibility Certificate	Section VI(8)

16	Self-Declaration on not having blacklisted/ defaulted	Section VI(9)
17	Format for CVs of Candidates	Section VI(10)
18	EMD Declaration	Section VI(11)
19	Bidder of o country which shares land border with INDIA	Section VI(12)
20	Banker's Certificate	Section VI(13)
21	Price Bid	Annexure E
22	Man Power Deployment Plan	Annexure G

3. ABBREVIATIONS ANNEXURE I

APDP	Accelerated Power Development Program
APDRP	Accelerated Power Development and Reforms Program
AT&C	Aggregate Technical and Commercial
BESCOM	Bangalore Electricity Supply Company
CCB	Customer Care & Billing
CST	Central Sales Tax
CV	Curriculum Vitae
DD	Demand Draft
DGPS	Differential Global Positioning System
DWA	Detailed Work Award
EMD	Earnest Money Deposit
ESCOM	Electricity Supply Company
FAA	Forms and Annexures
GCC	General terms and Conditions of the contract
GESCOM	Gulbarga Electricity Supply Company
GIS	Geographical Information System
GoI	Government of India
GoK	Government of Karnataka
GOS	Group operating switch
GSP	GIS Solution Provider
HESCOM	Hubli Electricity Supply Company
HT	High Tension
ICT & MIS	Information and Communications Technology & Management Information System
IFB	Invitation For Bid
IPDS	Integrated Power Development Scheme
IT	Information Technology
ITB	Instructions To Bidders
ITIA	IT implementation Agency
KST	Karnataka Sales Tax
LOA	Letter of Award
LOI	Letter of Intent
LT	Low Tension
MESCOM	Mangalore Electricity Supply Company
MoP	Ministry of Power
NEFT	National Electronic Fund Transfer
OTC	Over the Counter
P O	Purchase Order
P&T	Postal & Transport
PEMD	Permanent Earnest Money Deposit
PERT	Program evaluation and review technique
PFC	Power Finance Corporation
PGDB	Personal Geodatabase

PSU	Public Sector Unit
R-APDRP	Restructured Accelerated Power Development and Reforms Program
RBI	Reserve Bank of India
RFP	Request for Proposal
RTGS	Real-time gross settlement
SCC	Special Conditions of Contract
SOW	Scope of Work
SRS	System Requirement Specifications
TDS	Tax Deducted at Source
VAT	Value Added Tax
WAMS	Works and Asset Management